

371

# THE WISCONSIN ARCHITECT

---

THE OFFICIAL PUBLICATION OF  
THE STATE ASSOCIATION OF WISCONSIN ARCHITECTS  
WISCONSIN CHAPTER OF THE AMERICAN INSTITUTE  
OF ARCHITECTS  
BUILDING CONGRESS OF WISCONSIN

---



*Executive Board Meeting*

*Building Congress Program, 1935-1936*

*Decisions of Wisconsin Supreme Court*

*Liability of Architects*

*Beauty and Distinction in the  
Modern Bathroom*

*The Lath Mark Mystery*

## PROGRAM FOR 1935 - 1936

### BUILDING CONGRESS OF WISCONSIN

One of the first objectives of the Building Congress will be to gain the full confidence of the building public in the reliability and integrity of the construction industry. Wide variation in bid prices, substitution of materials, and "Extras" after the work is completed result mainly from an improper understanding of the work that is actually contemplated in the job. Such experiences naturally leave doubt and confusion in the owner's mind. But these unfortunate situations are entirely unnecessary if each piece of work, whether it be the construction of a new office building, a new home, or a simple alteration job, is adequately laid out by an architect and complete plans and specifications prepared.

Each trade has established methods of estimating which are based on long experience and are sound and fair. The policy of the Building Congress will be to advocate such intelligent planning in every case. The industry recognizes its obligations and responsibilities and pledges itself to give the very best and dependable service at all times.

It is also proposed to carry out a program of market development activities to stimulate greater interest and desire in home building. Advertising for the purpose of acquainting the public with new ideas in home improvement and where it may obtain the very best kind of reliable service and recommendation will be encouraged. Plans for conducting demonstrations showing modern methods of construction and applications will also be developed.

Educational programs on better selling and merchandising, safety and accident prevention work, code regulations and the like will likewise be undertaken.

Members of the Building Congress, which comprises all branches of the building construction industry, look forward to the coming year with a great deal more hopefulness and optimism than they have for several years past. They desire to contribute toward making the next building boom sound and of lasting benefit to everyone concerned.

The following committees have been tentatively set up.

#### TRADE PRACTICE COMMITTEE

|                 |          |
|-----------------|----------|
| J. Gebhard      | E. Lauer |
| <i>Chairman</i> |          |
| E. Kuenzli      | P. King  |

#### LEGISLATIVE COMMITTEE

|                 |             |
|-----------------|-------------|
| T. Eschweiler   | S. Eigel    |
| <i>Chairman</i> | E. Herzberg |
| R. Ferge        | F. Surges   |

#### MARKET DEVELOPMENT COMMITTEE

|                 |                   |
|-----------------|-------------------|
| D. Montgomery   | A. Seidenschwartz |
| <i>Chairman</i> | J. Dierckmeyer    |
| H. Cafmeyer     | J. Kremer         |

#### EDUCATION COMMITTEE

|                 |           |
|-----------------|-----------|
| Leo Brielmeier  | W. Meyer  |
| <i>Chairman</i> | P. King   |
| Herb. Schmidt   | J. O'Neil |



# THE WISCONSIN ARCHITECT

OFFICIAL PUBLICATION  
THE STATE ASSOCIATION OF WISCONSIN ARCHITECTS

Vol. III, No. 4

An Organization Promoting the Best Interests of the Profession by United Action

April, 1935

## NEWS FROM THE DISTRICTS

### Third District News

The architects of the Third District of the State Association of Wisconsin Architects met in the blue room of the Conway Hotel, in Appleton, Tuesday evening, March 12, at 6:30 o'clock. The meeting was called to order by William J. Bernhard, Chairman of the district.

A schedule of minimum fees for consultation and inspection trip services was adopted by this district. A copy of the schedule is to be sent to all members to guide them in their future practice. The schedule is as follows:

- 1—Office consultation, Minimum Fee, \$5.00 per conference.
- 2—Consultation at client's office or home, Minimum Fee, \$5.00 per conference.
- 3—Technical Witness in Court, Minimum Fee, \$25.00 per day.
- 4—Building Appraisals, Minimum Fee, \$25.00 per appraisal.
- 5—Construction Inspection Trips, Minimum Fee, \$5.00 per trip.  
(For jobs where the architect has not prepared plans and specifications. Occasional trips only. For full supervision, fees shall be charged as provided in the code adopted by the S. A. W. A.)
- 6—Mileage for inspection trips and appraisals located outside of the city in which the architect resides shall be charged at the rate of six cents per mile.

The next meeting will be held in Alaska, Wisconsin, the second Tuesday in May.

Members present were: George L. Smith, Gordon J. Feldhausen, Max W. Schober, Clarence O. Jahn, Edward A. Wettengel, Raymond N. LeVee, Levi A. Geniesse, William A. Oppenhamer, Edgar H. Berners, William J. Bernhard, and Noel Ross Safford.

RAYMOND N. LEVEE,  
*Secretary.*

### ADVERTISERS

#### This issue

ALLAN ENGINEERING CO.  
BERGER MANUFACTURING CO.  
GEZELSCHAP & SONS  
H. F. HAESSLER HDWE. CO.  
THE HEIL COMPANY  
KEWANEE BOILER CORPORATION  
MAY OIL BURNER SALES CORP.  
MILCOR STEEL COMPANY  
MILWAUKEE BLUE PRINT &  
PHOTOSTAT CLUB  
MILWAUKEE GAS LIGHT COMPANY  
MILWAUKEE PLUMBING & HEAT-  
ING SUPPLY CO.  
NU-ENAMEL NORTH COMPANY  
PATEK BROTHERS, INC.  
W. H. PIPKORN COMPANY  
RUNDLE-SPENCE MFG. CO.  
WISCONSIN LANNON STONE CORP.

### APRIL-MAY CALENDAR

#### THURSDAY, APRIL 25—

Meeting of District No. 6., Memorial Union Building, Madison, 6:15 P. M., in the Lex Vobiscum Room.

#### WEDNESDAY, MAY 8—

Meeting of Wisconsin Chapter, A. I. A., City Club, Milwaukee, 12:15 P. M.

#### TUESDAY, MAY 14—

Meeting of District No. 3, Alaska, Wis.

#### FRIDAY, MAY 17—

Meeting of State Executive Board, City Club, Milwaukee, 12:15 P. M.

#### TUESDAY, MAY 21—

Meeting of District No. 7, Republican House, 12:15 P. M.

### Seventh District News

Meeting held at the Republican House, March 19th, at 12:15 P. M., with twenty-six members present.

Herman Buemming, reporting for the Public Works Committee, stated that he had contacted Mr. Glassberg, receiving the promise that if any architects were needed in the Department of Outdoor Relief, he would notify Mr. Buemming.

Reporting for the Employment Committee, Arthur Kienappel stated that no men were apt to be given employment unless government aid were forthcoming.

Arthur Seidenschwartz commented on the proposed affiliation of the State Association with the American Institute of Architects. The State Association will have two votes at the coming A. I. A. Convention to be held in Milwaukee in May.

The Michigan Society of Architects asked that a representative from the Wisconsin State Association be sent to their meeting for the purpose of furthering the friendship of the two organizations and discussing common problems.

Arthur Seidenschwartz announced that a lecture would be given in the near future for the benefit of the general public, pointing out those features that are desirable in architecture and those that should be avoided.

The Fair Practice Committee announced that Edgar Stubenrauch has compiled a report showing the service expected of an architect by his client regarding drawings and specifications.

The Board of Directors recommended the advancement of the First Vice-President, Arthur Kienappel, to the Presidency of the Seventh District to fill the unexpired term of William Redden, resigned. The recommendation was accepted by unanimous vote.

FRED A. WEGNER, *Secretary.*



## THE WISCONSIN ARCHITECT

Official Publication

The State Association of Wisconsin Architects

The Building Congress of Wisconsin

Wisconsin Chapter, The American Institute of Architects

### BUSINESS AND EDITORIAL OFFICE

724 E. Mason Street Milwaukee, Wisconsin

LEIGH HUNT, Editor

JOHN S. HOLBROOK, Publisher

Published Monthly Subscription, \$1.00 per year

Address all communications for publication to Editor at 724 E. Mason Street, Milwaukee.

### CONTRIBUTING EDITORS

PETER BRUST HERMAN BUEMMING

### ASSOCIATE EDITORS

|                     |                  |
|---------------------|------------------|
| Frank E. Johnson    | Superior         |
| Aloysius W. Bayer   | Eau Claire       |
| Raymond N. Le Vee   | Appleton         |
| C. J. Billmeyer     | Wisconsin Rapids |
| Wallace H. Brown    | Oshkosh          |
| Hubert C. Schneider | Madison          |
| J. Mandor Matson    | Racine           |
| R. H. Kloppenburg   | Milwaukee        |
| T. L. Eschweiler    | Milwaukee        |
| Roland Kurtz        | Milwaukee        |

### OFFICERS OF THE ASSOCIATION

|                        |                       |
|------------------------|-----------------------|
| Theodore L. Eschweiler | President             |
| Henry Auler            | First Vice-president  |
| Edgar Berners          | Second Vice-president |
| Roger C. Kirchhoff     | Treasurer             |
| Arthur Seidenschwartz  | Secretary             |

### EXECUTIVE BOARD

|                        |            |
|------------------------|------------|
| Theodore L. Eschweiler | Milwaukee  |
| Henry Auler            | Oshkosh    |
| Edgar Berners          | Green Bay  |
| Roger C. Kirchhoff     | Milwaukee  |
| Arthur Seidenschwartz  | Milwaukee  |
| Fitzhugh Scott         | Milwaukee  |
| Leo. A. Brielmaier     | Milwaukee  |
| Wm. G. Herbst          | Milwaukee  |
| Peter Brust            | Milwaukee  |
| Leigh Hunt             | Milwaukee  |
| Herman W. Buemming     | Milwaukee  |
| Henry Foeller          | Green Bay  |
| Edgar A. Stubenrauch   | Sheboygan  |
| Ellis J. Potter        | Madison    |
| Aloysius W. Bayer      | Eau Claire |
| Max Schober            | Green Bay  |

### ADVISORY COUNCIL

|                      |               |
|----------------------|---------------|
| District No. 1       |               |
| District No. 2       |               |
| Aloysius W. Bayer    | Eau Claire    |
| District No. 3       |               |
| Gordon J. Feldhausen | Green Bay     |
| Noel Ross Safford    | De Pere       |
| District No. 4       |               |
| Irving A. Obel       | Wausau        |
| C. Madsen            | Stevens Point |
| District No. 5       |               |
| Wallace H. Brown     | Oshkosh       |
| Rudolph R. Jahn      | Sheboygan     |
| District No. 6       |               |
| Ellis J. Potter      | Madison       |
| Frank Riley          | Madison       |
| District No. 7       |               |
| Arthur H. Kienappel  | Milwaukee     |
| District No. 8       |               |
| J. Mandor Matson     | Racine        |
| Frank J. Hoffman     | Racine        |

## NOTES ON THE MARCH MEETING OF THE STATE EXECUTIVE BOARD

ARTHUR SEIDENSCHWARTZ, Secretary

Minutes of the Executive Board Meeting of the State Association of Wisconsin Architects, held at the City Club, Milwaukee, March 15, 1935.

Meeting called to order at 1 P. M. by Second Vice-President Edgar Berners, who acted in the capacity of Chairman in the absence of the President and the First Vice-President.

The following members were present: Leigh Hunt, William Herbst, Max Schober, Peter Brust, Roger Kirchhoff, Leo Brielmaier, Edgar Stubenrauch, Edgar Berners, Herman Buemming and Arthur Seidenschwartz. Ellis Potter was represented by proxy and T. L. Eschweiler, Henry Auler, Fitzhugh Scott, Henry Foeller and A. W. Bayer were absent.

### Committee Reports

Competitions: A. C. Eschweiler Sr., Chairman: Correspondence was received during the past month by the Secretary from G. A. Krasin of Marshfield in regard to the Marshfield Library Board asking for competitive sketches for a proposed addition to their library building. The program called for sketches from various architects and specifically stated that no architect would be remunerated for his services on sketches except the one chosen to execute the work. Mr. Krasin asked for information on this point. The correspondence was turned over to William Herbst, a member of the committee, for reply.

Civic Committee of the 7th District: Peter Brust and Herman Buemming reported that they had a meeting with Mr. Glassberg, Director of Relief of Milwaukee County, in regard to the construction of the subsistence homes being contemplated in Milwaukee County. Mr. Glassberg explained that the project was in the hands of an engineer, Mr. Glickman, and that all men engaged on the work were qualified under the D. O. R. Messrs. Brust and Buemming pointed out the necessity of good architectural advice on such a project and urged Mr. Glassberg to call on the architects in an advisory capacity. If work is required in this

capacity, they suggested that the D. O. R. employ a competent architect.

Herman Buemming reported that on February 27th a meeting was called by Mr. Walter Meyer, President of the Builders Club, at which meeting Leo Brielmaier, T. L. Eschweiler, Leigh Hunt, Peter Brust and Herman Buemming were present. General conditions in the construction industry were discussed and the general feeling was that meetings of this nature should be held quite often in the future.

A letter was received by T. L. Eschweiler from the Painters and Decorators Association asking our Association to endorse the Wisconsin Master and Journeymen Painters License Bill No. 396-A. After some discussion on the question it was moved by Herman Buemming and seconded by Edgar Stubenrauch that their request be complied with. Motion was carried.

The meeting was adjourned at 3 P. M.

## MAY ISSUE

The May issue of The Wisconsin Architect will contain the official program for the 1935 Convention of The American Institute of Architects, to be held at The Hotel Schroeder, in Milwaukee, May 28, 29, 30, and 31.

A forecast of matters to come before the Convention will be published in that issue.



## DECISIONS OF THE WISCONSIN SUPREME COURT

The Master Builder, no longer published, printed under the above heading some extract of Court Decisions in reference to cases brought by or against building contractors, the greater number of which cases pertained in some manner to Lien Law questions. This is a digest with answers to such questions, all of which will be found interesting and of value to contractors.

### Digest of Lien Laws Pertaining to Contractors and Sub-Contractors

(Wisconsin Stat., Chap. 289)

1. Is architect principal contractor? *Yes.*
2. Is civil engineer a principal contractor? *Yes.*
3. Is surveyor principal contractor? *Yes.*
4. Property subject to lien in country? *Forty acres.*
5. Property subject to lien in city? *One acre.*
6. Is lien prior to unrecorded mortgage? *Yes.*
7. May lessees subject property to lien? *Yes, if owner consents.*
8. Has seller lien on machinery installed? *Yes.*
9. Is lien claim assignable? *Yes.*
10. How assignable? *Serve written notice on owner with copy of assignment.*
11. Can lien claim be garnished? *Yes.*
12. When must notice be given of assignment? *Within fifteen days.*
13. \*Does accepting a note waive a lien? *No.*
14. \*How is lien lost? *Taking note as payment.*
15. When must principal contractor file claim? *Within six months of last charge.*
16. When must action be started? *Within one year from date of last charge.*
17. Where must lien claim be filed? *Clerk of Circuit Court of county where land is.*
18. Can lien be extended? *Yes.*
19. How extended? *Filing affidavit within thirty days preceding expiration of year.*
20. How long can lien be extended? *One year.*
21. Who may sign claim for lien? *Contractor or his attorney.*
22. What must lien claim contain? *Printed forms obtainable.*
23. Does death of owner affect claim? *No.*
24. Must subcontractor give notice to owner? *Yes.*
25. When? *Within thirty days after furnishing first work or material.*
26. How given? *Personal service or letter.*
27. Can notice be given to agent of owner? *Yes.*
28. Must notice describe real estate? *Yes.*
29. Must notice contain statement of contract? *Yes.*
30. Can notice be served on one of two joint owners? *Yes.*
31. Must principal contractor furnish name of owner and description of property? *Yes.*
32. When subcontractor's lien claim filed? *Within sixty days after furnishing material or labor.*
33. Must copy of notice to owner be filed with claim? *Yes.*
34. What must lien claim contain? *Printed forms obtainable.*

35. Does laborer or mechanic have to serve notice on owner? *No.*
36. When must laborer file claim? *Within sixty days.*
37. Can contractor use money received from owner? *Not personal use.*
38. Use of such money? *Payment of lien claims.*
39. Effect of personal use? *Embezzlement.*
40. Can contractor transfer material from one job to another? *No.*
41. Effect of transfer? *Criminal offense.*
42. Is lien valid against public property? *No.*
43. When does material man become principal contractor? *Furnishing material direct to owner.*

### Right of Contractor to Recover for Extra Work on Municipal Contract Without Written Order (170 Wisconsin, 58)

**Wrong Practice:** Ordinarily the plans and specifications for the construction of a building show the entire work to be done. Where a bid is made and a contract entered into on the basis of plans and specifications, a contractor cannot recover if he has failed to take into consideration in his bid certain work required by the plans and specifications. Neither can a contractor recover for extra work done on *municipal* improvements without a written order where such written order is necessary. However, where an item has been overlooked in the plans and specifications, a contractor who has been compelled to do extra work can recover the value thereof from the municipality.

**Ruling Case:** Ashland County desired to erect a court house in the city of Ashland and entered into a contract with certain architects to furnish complete plans and specifications. Tomlinson, prior to making his bid, discussed with the architects the question of whether or not the successful bidder would be required, under the mason work, to haul in any ground or soil for the purpose of making any filling around the walls, and being informed by the architect that in his judgment the County would furnish the material, he made no provisions in his bid for the expense for bringing in any filling. His bid expressly stated that it was based upon the understanding that the excavated earth from the building would be sufficient to do all the filling. Tomlinson secured the contract, and after the work was finished, presented a bill for extra work for filling. The Court held that the filling was not included in the plans and specifications and was not covered by the bid. The work was done by Tomlinson against his objection and under the compulsion of subjecting himself to damages for delay. Under these circumstances the Court held that an implied contract arose on the part of the County to pay for the work. (Tomlinson vs. Ashland County.)

**Correct Practice:** Where certain work is not covered by the plans and specifications, a contractor bidding has a right to rely upon the effect of the plans and specifications. If the municipality or those representing a municipality during the contract insist that the contractor do certain work under compulsion, the municipality is liable on implied contract, even though no written order is given. An architect cannot be given the power to construe the contract itself or determine what is within or what is without such contract.

\*289.05—Taking note not a waiver: The taking of a promissory note or other evidence of indebtedness for any such work, labor or materials done or furnished shall not discharge the lien therefor hereby unless expressly received as payment therefor and so specified therein.



## THE LIABILITY OF ARCHITECTS IN CONNECTION WITH BUILDINGS

Section 2394-48 of the Revised Statutes of The State of Wisconsin provides, among other things, as follows:

"Every employer and every owner of a place of employment or a public building now or hereafter constructed shall so construct, repair or maintain such place of employment or public building, and every architect shall so prepare the plans for the construction of such place of employment or public building as to render same safe."

Section 2394-49 provides, among other things:

"And no employer or owner or other person shall hereafter construct or occupy or maintain any place of employment or public building that is not safe, nor prepare plans which shall fail to provide for making same safe."

For the better understanding of these sections, the Legislature has defined several of the terms used as follows:

"The phrase 'place of employment' shall mean and include every place whether indoors or out or under ground, and the premises appurtenant thereto, where either temporary or permanent industry, trade or business is carried on, or where any process or operation, directly or indirectly, relating to any industry, trade or business is carried on, and where any person is, directly or indirectly, employed by another for direct or indirect gain or profit, but shall not include any place where persons are employed in private domestic service or agricultural pursuits which do not involve the use of mechanical power."

"The term 'public building' shall mean and include any structure used, in whole or in part, as a place, resort, assemblage, lodging, trade traffic, occupancy or use by the public or by three or more tenants."

"The term 'safe' or 'safety,' as applied to an employment or a place of employment or a public building, shall mean such freedom from danger to the life, health, safety or welfare of employees or frequenters or

the public or tenants or firemen, and such reasonable means of notification, egress and escape in case of fire, and such freedom from danger to adjacent buildings or other property as the nature of the employment, place of employment or public building will reasonably permit."

Supplementing the foregoing sections, the Industrial Commission of Wisconsin has promulgated a very large number of regulations under authority conferred to them by another section of the Statutes, which regulations have the effect of law. These regulations pertain to detail matters in connection with buildings.

There have been no decisions in this state under this section of the statute where this law has been effective as affecting the liability of an architect for negligence in making plans for an "unsafe" place of employment or public building. The law, however, including the definitions, is very broad, particularly the definition of the word "safe." This definition is so broad that the occurrence of an accident virtually raises a presumption that the building was unsafe in some particular. This does not include accidents which result from the manner in which buildings are maintained, such as slippery floors, or accidents due to worn out parts. In view of the broad terms of these statutes, an architect cannot safely practice his profession without protecting himself with adequate insurance, covering his possible liability.

The Architect's liability for negligence in the drawing of plans of buildings not covered by the statutes above quoted, is limited by the rule, which applies to most professions, which is that the professional man must, first, not misrepresent his qualifications, and second, must exercise a reasonable and usual amount of skill and care that would ordinarily be exercised by professional men doing the same class of work in the same community.

While this is very broad, it nevertheless would not exclude mathe-

matical errors in figuring and designing the strength of supports, floors, roofs, etc., or other errors of this kind, which are more mathematical than errors of judgment. Insurance should be broad enough to cover your liability in this connection also.

There is also the matter of the architect's possible liability to the owner or public in cases where he has undertaken the duty of superintending the construction of a building.

The rule covering this situation may be stated as follows:

"An Architect employed to superintend the construction of a building is the agent of the owner, and his duties and liability in that respect are governed by the general rules of agency."

As agent of the owner, the architect owes to him the duty to use due care, diligence and skill in his work, and is liable for any neglect of that duty. If the owner is held liable for any injury to the public due to an act or omission, which the architect by the exercise of due care and skill might have averted, the owner may call the architect to account and recover from him any sum that he has been forced to pay to the injured person. We are satisfied that such injured person could not sue the architect directly, as a result of the contractual relationship above indicated between the architect and the owner, but the practical effect on the architect is the same if the architect is ultimately liable.

It is, of course, quite possible that the contract between the architect and the owner might be such that the architect would stand in the position of an independent contractor, in which case, his liability to the public would be not as a result of his agency for the owner, but direct to the public.

The real test as to whether the architect is acting as agent for the owner or an independent contractor is whether he is acting under the control of his principal.

*(Continued on page 9, col. 1)*



## BEAUTY AND DISTINCTION IN THE MODERN BATHROOM

*Plumbing fixtures today combine beauty of design and utility with pleasing color schemes. Quality of concealed part of plumbing system assured by employment of experienced plumbing contractor. Extra bathrooms add to property value.*

By **NORMAN J. RADDER**  
Plumbing and Heating Industries Bureau

The modern bathroom is utterly unlike its predecessor of two decades or even a decade ago. Years ago plumbing fixtures were bought for utility alone. Today they are purchased with the idea of making the bathroom one of the most beautiful rooms in the home as well as because of the utility of the fixtures.

The old-style tub on legs was the first plumbing fixture to feel the effect of the modern urge for beauty in design. There is nothing beautiful about the tub on legs. By making certain parts of the floor and wall almost inaccessible, it makes the task of cleaning the bathroom needlessly difficult.

The modern built-in tub has a beauty of design and symmetry that the old tub never had. Furthermore, since it fits down snugly on the floor and against the wall, it presents no cleaning problem.

Thousands of old tubs on legs have been taken out of bathrooms and replaced with handsome modern tubs, either in white or in color. Almost invariably when a new tub is being installed in a new house or in a remodeled bathroom, a shower is placed over the tub. Of course, it is not necessary to place the shower over the tub. It may go in-

to a separate shower stall or compartment. As a matter of fact, the capacity of the bathroom is increased if a stall is used.

The old-style lavatory was just a place to wash in. Its piping was exposed. A rubber plug with a chain held the water in the bowl. Perhaps the lavatory was hung from the wall, or it may have been an old-style marble slab. The better lavatories today are made of vitreous china. They are sculptured for beauty and service and thoroughly vitrified at a high temperature. They are armored with a smooth, lustrous, lasting glaze and are as easy to keep clean as a china plate.

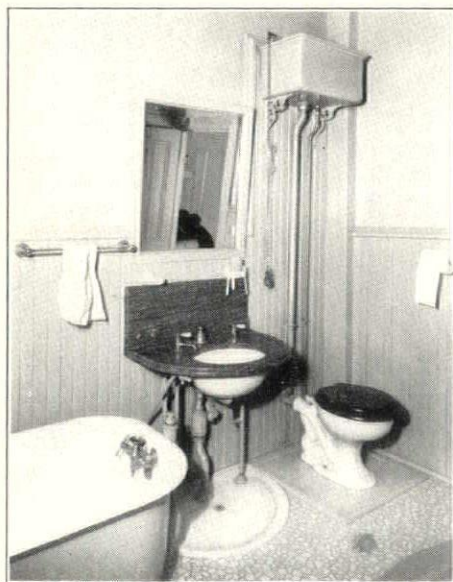
So much for design and style in the modern bathroom. We turn now to the subject of color. Twenty years ago one of the leading manufacturers of plumbing fixtures attempted to market colored plumbing fixtures. The public wouldn't buy them. The public wasn't ready for color. A few years ago, when colored fixtures were again placed on the market, the public accepted them readily. Sales of bathroom ensembles in color have mounted steadily. Lavatories, baths, dressing tables, closets and sinks have blossomed forth in cheerful pink and yellows, gleaming ivory and soft tan, rich blacks, greens and blues as enticingly cool as lake water on a summer day.

Bathrooms of today are no longer invariably square or rectangular rooms. Two simple discoveries have given much wider latitude and a pleasing variety. First, it has been found that the very irregularities in odd-shaped and tag-ends of space often contribute additional charm and convenience to a bathroom. Perhaps there is an alcove into which a lavatory or built-in bath will fit. Or a nook that can be converted into a shower stall or into a recess for a closet.

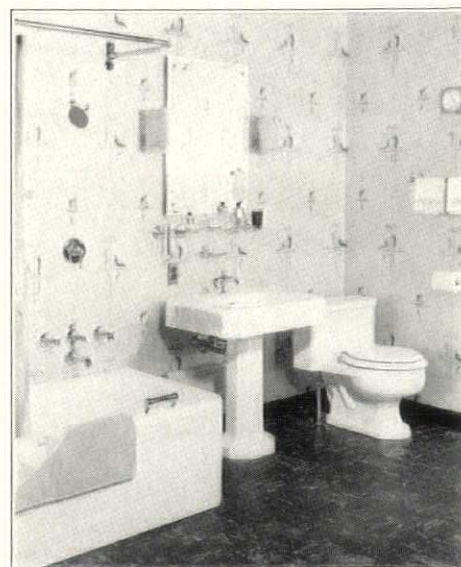
Second, with the coming of the new compact fixture, it has been discovered that rooms need not be large to make lovely and convenient bathrooms, equipped with virtually every modern convenience and as tastefully beautiful as the most elaborate. Present-day fixtures fit snugly into spaces no larger than seven and a quarter feet by four feet and eleven inches. Even a shower can be installed in such a space over the bath.

A hall end, an unused closet, any unused space can be turned into an excellent and attractive bathroom to serve the needs of a small cottage or into an extra bathroom in a larger house. This possession of an extra bathroom is another new plumbing idea that has met with a very flattering

*(Continued on page 9, col. 3)*



*The house with the kind of old-fashioned bathroom shown at the left is difficult to rent and almost impossible to sell. Under the easy-payment plan of the FHA, thousands of out-of-date bathrooms are being transformed into the thoroughly modern type of room shown at the right. Note the harmonizing lines of the fixtures — they are made to "go together." A silent one-piece closet, chromium plated accessories, vitreous china lavatory, and grab bars on the tub are distinctive features of the ensemble.*





## THE LATH MARK MYSTERY

Among the things which go wrong on plaster jobs and for which the plasterer is often held responsible is that condition of ceilings which show dirty smudge marks defining the location of the lath. The craft has long known it was not responsible for the appearance of such marks, but until lately no proof has been offered as to the real cause.

One theory advanced for years has been that such ceilings have thin coats of plaster; that the plaster shrinks on drying between laths and that the plaster over the lath projects down to make a surface more or less composed of inverted peaks and valleys. With such a surface, it was reasoned, the air currents from heating radiators or registers laden with dust passed constantly over the ceiling and, bumping along had contact only with the lowest points of plaster between the laths. Consequently, it deposited more dirt on the low points and thus defined the position and shapes of the lath. This theory now seems to be without foundation.

A recent announcement of some experiments conducted by Dr. W. J. Hooper, of Battle Creek College, in cooperation with the Wood Conversion Company, assigns other causes for the appearance of the lath marks. According to the conclusions reached from these tests the lath marks result from differences in temperature of the surfaces involved and to what may be called sort of a "volley ball game" conducted by the air molecules using dust grains for balls. The marks are not due to porosity of the plaster, to electrical phenomena or to gravitational causes.

The explanation offered as to the cause of lath marks is that the air currents carrying dust particles and smoky substances pass over the plaster ceiling and in doing so come in contact with surfaces of different temperature; that is, the plaster over the lath has not the same temperature as the plaster between the laths. This difference is possible because plaster and wood have different values as heat conductors, plaster being a better conductor of heat than wood.

It was discovered years ago that a

hot body seemingly repels dust, whereas a cold body attracts dust deposits. From these facts comes the explanation of the lath mark trouble. Dr. Hooper explains the action in these words: "The air molecules are the players and are constantly striking the suspended dust particles which are driven about the atmosphere as a result of this bombardment in a sort of volley ball game. Next to a relatively warm wall surface, the players are very active and they play more energetically than the slow, sluggish players next to the cooler surfaces. One would naturally expect the more alert players to be more efficient in keeping the ball off their court and so they are. In this game of molecules, the volley ball dust particles are most frequently driven to the wall, and lodge where the cooler and more inactive team is less effective in driving them back."

Some of the experiments made by Dr. Hooper and the results therefrom are interesting and indicate why he reached such conclusions. In one of the tests a portable section of wood and plaster wall was constructed with the upper surface covered with wallpaper. A smudge was produced by a smoking kerosene lamp. On first trial no lath marks appeared. Next the windows in the laboratory were opened to cause a draft of cold air to circulate underneath the wall being tested. Then lath marks quickly formed. Having produced the effect, the next idea was to learn the cause.

Knowing that startling electrical effects are often produced by sand storms sweeping over desert areas, Dr. Hooper found by test that a plastered surface could be electrified by a draft of air. Then to eliminate possible electrical effects from the experiment, he cemented a sheet of aluminum foil to the surface of the wall underneath the wallpaper. After that the marks formed. Next a sheet of ordinary window glass was imbedded in the plaster surface, and the marks again formed, in the presence of a draft of cold air.

Now a draft of heated air was introduced instead of the cold air. The lath marks appeared, but in totally different places. The soot

streaks were deposited directly over the lath by hot air, instead of between the lath as is usually the case in a dwelling. Thus a finger was pointed to the real cause.

Seeking a remedy and prevention of lath marks, after having found the cause, Dr. Hooper constructed a wall section in which the temperature differences of all exposed areas would be reduced to a negligible value. A wall section like that of a home was built, but with the inner space divided into two equal compartments. One compartment was covered with a one-inch layer of wood fibre between asphalt coated paper covers to form an insulating blanket. The other space was left empty. Experiments to produce lath marks were again conducted on this wall covered with plaster, one-half of which was insulated. The clapboard or outside of the wall was kept at a constant temperature of approximately zero degrees. The soot laden air current on the plaster or inside wall was kept at about eighty degrees. The section which was insulated back of the plaster was practically free from lath marks, while the other section, not insulated, was prominently lath marked.

### H. F. Haessler Hdwe. Co.

Milwaukee

Builders Hardware

Tools and Paints

Garden and House Supplies

*Milwaukee's most complete  
Finish Hardware stock. Make  
your selection here.*

414 E. Mason St. Phone Daly 3704

### BENITE

#### BENWAX BENFINISH

For woodwork, panelling, furniture and floors

*produces*

a soft, satin finish, unexcelled for beauty and wear. Never checks or tarnishes.

**BENITE...** in paint increases moisture-proofing effectiveness, prevents peeling and blistering.

**BENBAR...** for bars, tavern and restaurant tables, resistant to alcohol and cigarette burns.

*Write for instructive literature to*

**W. H. PIPKORN CO.**

1548 W. Bruce St.

Milwaukee



Specifying

**Reliable Line Products***in Plumbing and Heating Materials***ASSURES SATISFACTION****MILWAUKEE****PLUMBING AND HEATING SUPPLY CO.**

715 W. Clybourn St.,

Milwaukee

Tel: MA. 7108

**"Let Us All Be Artists"**

"Let us all be artists—every one; Remembering, when all's said and done,

That an artist is really, simply he Who makes things better than they need to be."

Harry F. Cunningham.  
*The American Architect for Feb.*

**LIABILITY OF ARCHITECTS***(Continued from page 6)*

The question was recently tested in a case tried in the State of Illinois, where the relationship was what is the most usual relationship between architect and owner. In this case, the Supreme Court stated:

"Where the owner of a building did not have any general contractor, but the architect let the different contracts, which were then signed by the owner, and the architect superintended the progress of the work, and issued vouchers for payment when various parts were completed, and received the usual compensation for his work, he was not an independent contractor, but was only the agent."

The status of the architect in building contracts is fixed in the General Conditions of the Contract, which are made a part of the specifications. Article 38 of these General Conditions fixes the status of the architect, as between the owner and the contractor, as that of the owner's agent, in the absence of any other contract or understanding between the owner and the architect, this provision would probably raise a conclusive presumption that this was the understanding between the owner and the architect.

The owner is unquestionably liable for accidents to the public which happen as a result of negligence in connection with the con-

struction of a new building or repair of an old, independent of the liability fixed by statute hereinbefore discussed. This liability is largely assumed by the contractor, and in most cases, it would be the contractor who is at fault, and who would be responsible. If, however, the accident was the result of negligence strictly contributable to faulty superintending where the contractor received and followed instructions from the architect, it would be the architect to whom the owner could pass on his liability.

Article twenty-eight of the General Conditions of the Contract provides for insurance for the benefit of the owner, but the carrying of this insurance by the owner would not protect the architect if he were in fact liable for negligence in connection with his superintending work, as the insurance company, having paid the loss to the owner, would be entitled to recover, under the principle of subrogation, from the architect whose fault it was that the loss occurred. It would therefore appear that there are several situations where an architect might be liable, or if not actually liable, where he might be subject to harassing lawsuits, attempting to fix liability upon him, charging him with negligence in connection with the superintendence of work in constructing new buildings or repairing old ones, and it would be the course of wisdom for an architect to protect himself from any such liability by adequate insurance. A single accident, involving serious permanent injuries, might involve damages up as high as \$10,000, or even \$20,000, and the cost of defending a suit, even though successfully, to say nothing of the time involved, would in itself be almost enough to justify the carrying of insurance.

**BEAUTY AND DISTINCTION***(Continued from page 7)*

ing reception from homemakers. It eliminates the morning bathroom traffic congestion and is especially useful in a family with growing children. It adds greatly to property values.

All of a plumbing installation can be divided into three parts: The fixtures, the fixture trimmings and mechanical parts, and the valves and fittings behind the walls.

The concealed part of the plumbing system — the part behind the walls — is a very important part. Should it fail, the family will be subjected to great inconvenience and considerable expense. It is important, therefore, that the concealed pipes, valves and fittings be of good quality. There is something that the average home owner knows nothing about. Nor is it necessary that he should, if he takes the precaution of dealing with a reliable and established master plumber. Experienced plumbing contractors understand the sanitary codes which must be complied with and know how to guard health interests.

**Bid Depository for General Contractors**

Stanley H. Eigel, Executive Manager of the Wisconsin State Administrative Agency for Divisional Code Authority for General Contractors, Incorporated, has announced the establishing of a Bid Depository in District No. 1. Mark A. Cullen of Janesville, Wisconsin, is chairman.

W. B. Sullivan, Secretary of the Janesville Builders Exchange, will conduct the Bid Depository at 54 South Main Street, Janesville, Wisconsin, for District No. 1, which includes the following counties:

Sauk, Columbia, Dodge, Dane, Jefferson, Green and Rock.



### Sheet Metal Contractors' Association

To our Members:

The State of Wisconsin has provided on the Statute Books, a law for the protection of those engaged in the Sheet Metal Contracting Industry, who perform as Contractors (direct) and Subcontractors for the general building public including repairs, alterations, industrially, etc., with the understanding that compensation should be accorded within a very reasonable time on work contracted for and completed:

#### *A Lien Law*

As you may not be fully familiar with the law and the prosecution thereof, your Association is publishing and sending you excerpts of this law, illustrating salient points and features with the Supreme Court Decisions. (See Page 5.)

We suggest that you hang this chart alongside of your desk for immediate and future reference, and it is our sincere hope that you will derive some benefits therefrom.

Yours very truly,  
PAUL L. BIRSACH,  
*Secretary.*

### Improvements Without Taxation

*Wisconsin Legislature, April 1935*

The Senate passed the Griswold bill 19 to 8, exempting all improvements made for the next two years. This should encourage construction. They also passed the Cashman bill exempting wood-lots and side hills from taxation. Of course, both bills must hurdle the Assembly.

If we had about a \$5000.00 exemption on all homes or on all new construction on new homes for a longer period, construction would get under way.

Patronize

Our

Advertisers

Manufacturers, Designers  
and Importers of

**LIGHTING  
FIXTURES  
AND ART  
GOODS**

ALSO PLUMBING  
AND HEATING  
CONTRACTORS

Phone MA. 7970

**GEZELSCHAP & SONS**

816 N. Third St. MILWAUKEE



**CHICAGO PUMP CO.** ELECTRIC PUMPS

SEWAGE

BILGE

FIRE

HOUSE

CIRCULATING

CONDENSATION

VACUUM

AUTOMATIC  
ALTERNATOR

**Allan Engineering Co.**

724 E. Mason

Milwaukee

Tel.: Daly 5230

### THE QUIET MAY OIL HEATING SYSTEM

is a product of the world's  
largest exclusive builders of  
Oil Burners and oil burning  
equipment.

**MAY OIL BURNER SALES  
CORP.**

MILWAUKEE

945 N. Broadway DA. 3770

**B  
BERLOY**

Lockers (steel), Laboratory Furni-  
ture (steel), Shelving (standard and  
special) (steel), Folding Chairs  
(steel), Special Cabinets (steel),  
Gymnasium Equipment.

*Estimates Will be Given on  
Any of your Requirements.*

**BERGER MANUFACTURING CO.**

C. S. Perego, Dist. Mgr.  
724 E. Mason St. Milwaukee

## HAVE YOU EVER ENAMELED A HOUSE ?

WHY USE LEAD AND OIL WHEN  
ENAMELIZED PAINT COSTS NO  
MORE?

You can figure on 100% longer wear  
for the same original cost.

For Complete Information  
Call or Write



KI. 5860

**NU-ENAMEL NORTH CO.**

3621 W. North Ave., Milwaukee



The Annual Convention  
of the  
American Institute of Architects

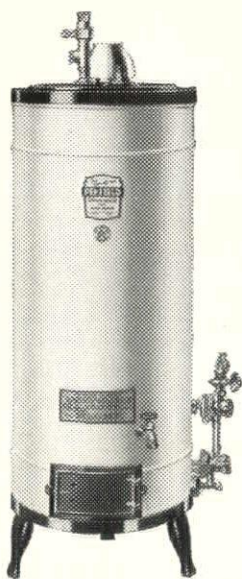
*will be held at*

THE HOTEL SCHROEDER IN MILWAUKEE

MAY 28, 29, 30, 31.

*Watch for details in the May issue of The Wisconsin Architect*

# REMODEL IN 1935



When you are called upon for advice  
be sure to specify GAS for water heating.

Gas is backed by the experience of years. You are *not* experimenting with it.

## HIGH-LOW PENFIELD

This Gas Water Heater consumes a limited quantity of gas for ordinary hot water use, but can be speeded up for wash-day or any emergency. Ask us about it.

**MILWAUKEE GAS LIGHT COMPANY**

626 E. Wisconsin Ave.

« »

DAly 6720



# MILCOR

## FEATURES FOR THIS MONTH

Each month MILCOR desires to draw your attention to an outstanding item in its line of Fireproof Building Materials. By specifying MILCOR Products you are assured of personal attention and service. For the complete MILCOR line—See Sweet's Catalogue File.

## MILCOR STEEL COMPANY

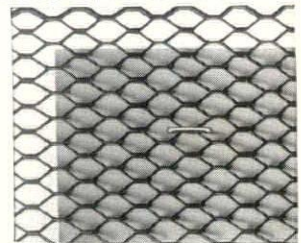
S. 41st & W. Burnham Streets, Milwaukee, Wis.  
Telephone Orchard 9020

# STEELKRAFT

### A NEW PLASTER BASE BY MILCOR

1. Unequaled Plaster Grip.
2. Insulation without impairing efficiency of metal.
3. Tough, waterproof paper.
4. Saves Plaster.
5. Automatic back plastering.
6. Added structural value.

MADE WITH ANY MILCOR LATH



## Patek Brothers, Inc.

MILWAUKEE



Paint Makers  
and  
Glass Distributors

SINCE 1895

Kawneer Store Fronts  
Vitrolite Structural Glass  
Lustraglass

## OIL HEATING HEADQUARTERS!

Wisconsin Architects and Builders are cordially invited to discuss their oil heating problems with the Heil engineering staff. The Heil line of oil burning equipment includes: conversion burners, boiler-burner units, furnace burner units and industrial oil burning apparatus. Phone or write for literature. Address: The Heil Co., . . . Milwaukee.



**\* HEIL**  
*Combustion*  
**OIL HEATING**

## KEWANEE

### STEEL HEATING BOILERS

350 Different Sizes  
Rated 400-48,000 Feet,  
For large or Small  
Buildings and Homes  
Burning any Fuel.

### KEWANEE BOILER CORPORATION

1741 W. St. Paul Ave.,  
Milwaukee, Wis.  
Phone WEst 4642-4643

## RUNDLE - SPENCE MFG. CO.

PLUMBING & STEAM SUPPLIES

*Consult your Plumber or Fitter*

MILWAUKEE — MADISON

PROMPT SERVICE AND  
GOOD WORK, THIS IS  
OUR CREED



### MILWAUKEE BLUE PRINT & PHOTOSTAT CLUB

EUGENE DIETZGEN CO.  
F. A. OTTO, INC.  
FREDERICK POST CO.  
M. J. SCHMITT  
O. J. WALLBER & SON, INC.  
DAVID WHITE CO., INC.

## WISCONSIN LANNON STONE CORPORATION

By specifying stone from the quarries of The Wisconsin Lannon Stone Corporation you are assured of the color, beauty and tested durability that has made Lannon stone popularly outstanding throughout the country as a Building Stone.

Let us guide you through the quarries, where you can pick out the stone you want.

PHONE: WEst 3898

2330 W. Clybourn

Milwaukee

